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TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF
AMERICA

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TEACHERS INSURANCE AND
ANNUITY ASSOCIATION OF
AMERICA,

Plaintiff,

vs.

BENSON MATHEWS, DOES I-X,
inclusive, and ROES I-X, inclusive,

Defendant.

Case No. 3:18-cv-00101-RDJ-WGC

**STIPULATION AND ORDER FOR
INJUNCTION**

Teachers Insurance and Annuity Association of America (“TIAA”) and Benson Mathews (“Mathews”), by and through their counsel of record, hereby enter into the following stipulation to resolve TIAA’s preliminary injunction motion pending before the Court:

1. Mathews signed a Confidentiality and Non-Solicitation Agreement (the “Agreement”), attached as Exhibit 1 to the Amended Complaint;

1 2. The parties are in dispute as to the meaning and whether Mathews has violated the
2 terms of the Agreement;

3 **ACCORDINGLY, IT IS HEREBY STIPULATED THAT:**

4 1. Mathews, whether alone or in concert with others, including without limitation any
5 officer, employee, representative, or agent of Vantage Wealth Planning, will not violate Mathews'
6 covenants not to (i) disparage TIAA as set forth in paragraph 5 of the Agreement, (ii) use, disclose,
7 or retain Confidential Information as set forth in paragraph 1 of the Agreement, or (iii) Solicit¹ any
8 Client² with whom he had Material Contact³ with for the period or periods of time specified in the
9 Agreement. The Agreement does not prevent Mathews from accepting business from any Client, or
10 responding to an inquiry posed by any Client who initiates contact with Mathews, provided Mathews
11 does not engage in solicitation as defined by the Agreement.
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13 2. This stipulation is without waiver of any of the parties' claims and/or defenses with
14 respect to damages, attorneys' fees, or costs and resolves only the injunctive aspect of this case
15 without any determination, adjudication or admission as to who is the prevailing party.
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23 ¹ The Agreement defines Solicit to mean "to engage in any communication that knowingly assists, induces, or
24 encourages the other party to take a desired action regardless of which party first initiated contact or whether the
communication was in response to a question or inquiry."

25 ² The Agreement defines Client as "any individual or institutional client that is doing business with the Company, and
26 any prospective individual or institutional client that is the subject (in whole or in part) of a written or verbal bid, strategy
or proposal by the Company or of demonstrable preparation by the Company to pursue a bid, strategy or proposal.

27 ³ The Agreement defines "Material Contact" as (I) engaging in communication with the Client about the Client's actual
28 or prospective business relationship with the Company; (II) supervising or coordinating the Client's business dealings
with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of
Employee's association with the Company.

1 3. The hearing scheduled for May 29, 2018 is hereby vacated.

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3 Dated: May 8, 2018

4 Respectfully submitted,

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6 /s/ Janine C. Prupas, Esq.

7 WILLIAM E. PETERSON, ESQ.

8 JANINE c. Prupas, Esq.

9 RYAN STODTMEISTER, ESQ.

10 SNELL & WILMER L.L.P.

11 Attorneys for Defendant
12 BENSON MATHEWS

Respectfully submitted,

/s/ Wendy M. Krincek, Esq.

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Attorneys for Plaintiff
TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

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IT IS SO ORDERED.

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Dated this 11th day of May, 2018.

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UNITED STATES DISTRICT JUDGE

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